



# State of Wisconsin

LEGISLATIVE REFERENCE BUREAU

## **RESEARCH APPENDIX -** **PLEASE DO NOT REMOVE FROM DRAFTING FILE**

Requested Material Be Added to File: 07/19/2005 (Per: RAC)



## Appendix – Part 02 of 10

☞ Attached materials added to the drafting files of

Senate Bills 261, 262, 263, and 264

☞ The attached 2005 draft was incorporated into the new 2005 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as a appendix, to the new 2005 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

☞ This cover sheet was added to rear of the original 2005 drafting file. The drafting file was then returned, intact, to its folder and filed.

**AGREEMENT**

**between the**

**STATE OF WISCONSIN**

**and**

**AFSCME COUNCIL 24**

**WISCONSIN STATE EMPLOYEES UNION**

**AFL-CIO**

**and its appropriate affiliated locals**

**Blue Collar and Non-Building Trades,**

**Administrative Support,**

**Technical, and**

**Security and Public Safety,**

**~~Professional Social Services~~**

**and**

**~~Law Enforcement~~**

**Bargaining Units**

**<date> - June 30, 2005**

2/4/4 Notwithstanding the provisions of §19.31-19.36 and 230.13 Wis. Stats. and any applicable Federal laws, the Employer will not release any information relating to the names, addresses, classifications, social security numbers, home addresses or home telephone numbers of employees covered by this Agreement to labor unions, labor organizations, local unions or the press except for Council 24 and the local union treasurer for the purpose of local membership list, unless required to do so by the Wisconsin Employment Relations Commission or a court of law. The Employer will notify the Union of any lists provided under this Section. This section does not preclude the Employer from providing such information about an individual employee when requested by financial institutions or other businesses and the employee consents.

## **SECTION 5: Union Activity**

2/5/1 Bargaining unit employees, including Union officers and representatives shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

## **SECTION 6: Union Conventions, Educational Classes and Bargaining Unit Conferences**

### **2/6/1 Conventions**

Duly elected Union delegates or alternates to the annual conventions of the Wisconsin State Employees Union, Council 24, the Wisconsin State AFL-CIO Convention and the Wisconsin PEOPLE convention shall be granted time off, without pay, not to exceed a total of thirteen (13) workdays annually to attend said conventions.

2/6/2 Duly elected Union delegates or alternates to the biennial convention of the AFSCME, AFL-CIO, shall be granted time off without pay, not to exceed a total of ten (10) workdays, to attend said convention.

2/6/3 This time off may be charged to vacation credits, holiday credits, compensatory time or to administrative leave without pay as the individual employee may designate.

2/6/4 The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing on attendance at such functions whenever possible. However, when an emergency arises and a delegate is unable to attend, the alternate shall give his/her supervisor at least five (5) calendar days advance notice in writing of attendance at such function, whenever possible.

## 2/6/5 Educational Classes

Employees who are elected or selected by the Union to attend educational classes conducted by or for the Union shall be granted time off without pay for the purpose of participating in such classes. The number of employees for all six bargaining units shall not exceed the following:

### 2/6/6 (BC, ~~LE~~, SPS, T)

- A. Wisconsin Veterans Home local -- 5
- B. Northern Center for the Developmentally Disabled -- 5
- C. Central Center for the Developmentally Disabled -- 5
- D. Southern Center for the Developmentally Disabled -- 5
- E. Mendota Mental Health Institute local -- 5
- F. Winnebago Mental Health Institute local -- 5
- G. University of Wisconsin - Milwaukee local -- 5
- H. University of Wisconsin - Madison local -- 21 total (not to exceed 15 BC, 10 T, 1 SPS, ~~1 LE~~)
- I. Each Correctional Institution local -- 4
- J. DNR Local 1218 -- 3 (per chapter)
- K. Statewide locals (excluding Local 55) -- 7 (each)
- L. All other locals -- 2 (each)

~~M. Wisconsin State Patrol Union Local 55 -- 19 total (2 employees per State Patrol District plus the 5 table officers of Local 55, or designee in lieu of table officers. It is recognized that the 5 table officers, or designee in lieu of table officers, could result in the restriction of 2 per State Patrol District to be exceeded.~~

### 2/6/7 (AS)

~~Administrative Support~~ ~~Unit Employees to Attend~~  
~~Represented by Local~~ ~~Educational Classes~~

100 or less	2
101 through 300	3
301 through 500	4
501 through 700	5
701 through 900	6
901 and over	7

Administrative Support employees to attend educational classes will be based on the following:

100 or less: 2

For each additional 100 employees, there will be one additional employee released.

**2/6/7A (PSS)**

Statewide locals -- 18 each

**2/6/8 (BC, SPS, T, ~~LE~~)** The number of workdays off for such purposes shall not exceed ten (10) for each employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such functions.

**2/6/9 (AS)** The number of workdays off for such purposes shall not exceed ten (10) for any one employee in any one calendar year except at the University of Wisconsin-Madison local where the number of bargaining unit employees who may attend shall not exceed ten (10) and the number of workdays off shall not exceed seven (7) for any one employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing of his/her intention to attend such functions.

**2/6/9A (PSS)** The number of workdays off for such purposes shall not exceed ten (10) for any one employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the employee may designate. Where the nature of the educational class is for professional development, such time may be charged to time off without loss of pay under Article 11/13/2, as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such functions.

**2/6/10 Bargaining Unit Conferences**

Attendance at bargaining unit conferences covered by this Section shall be limited to the regularly scheduled bargaining unit conferences held in June and September of each year of the contract and up to six (6)

special bargaining unit conferences for the duration of the Agreement. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance written notice of the employee's intention to attend such function.

## **2/6/11 Schedule Changes**

Where an employee wishes to attend a Union educational class, Union convention, or bargaining unit conference as listed above requiring a change in schedule with another employee capable of performing the work, the immediate supervisor will make a reasonable effort to approve the change of schedule between the two (2) employees providing such a change does not result in overtime.

**2/6/12** Where notice from the employee is required in 2/6/4, 2/6/8, 2/6/9, 2/6/9A, and 2/6/10 above, Council 24 shall also provide insofar as possible, at least seven (7) calendar days in advance of the function, written notice containing the names, department and local union designation of the employees designated to attend such functions. This written notice is to be sent to the ~~Department~~Office of State Employment Relations, Bureau of ~~Collective Bargaining~~Labor Relations.

## **SECTION 7: Printing of Agreement**

**2/7/1** The Employer and the Union shall agree on the printer and the cost of printing this agreement. The Employer shall allow the Union an opportunity to proof this Agreement prior to the printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and the Union will be considered invalid and not a part of this Agreement. Prior to the printing of this agreement, the Employer and the Union shall agree on the number of Agreements to be printed. Each party will pay for the number of agreements they ordered. The printer shall provide a separate bill for the Union and the Employer.

**2/7/2** It shall not be the responsibility of the Employer to provide the employees covered by this Agreement with a copy of the Agreement.

## **SECTION 8: Attendance at Local Union Meetings, Monthly Steward Meetings, or Monthly Local Union Executive Board Meetings**

**2/8/1** Local Union officers and stewards shall be granted time off without pay to attend local Union meetings, monthly steward meetings, and monthly local union executive board meetings, upon ten (10) calendar days advance notice to his/her immediate supervisor. When the officer, steward, and local executive board member is granted time off without pay to attend the local union meeting, steward meeting, and monthly local union executive board meeting, the employee will be allowed to work up to four (4) hours to make up for such lost time for each local union meeting and monthly local union executive board meeting, and eight (8) hours for a monthly steward meeting. Makeup time for all employees shall be at the regular rate of pay and scheduled by the Employer. Makeup time shall normally occur during the same week that the meeting occurred but may occur in the following week or pay period if it does not generate overtime under the Agreement or the Fair Labor Standards Act requirements.

### **2/8/2 Schedule Changes**

Where an employee wishes to attend a Union activity under Section 8, the employee may, with prior supervisor approval, cover the absence with a voluntary schedule change or by exchanging shifts with another employee, providing such change is mutually agreed upon between the two (2) employees and does not result in overtime.

## **SECTION 9: Telephone, Email And Fax Use**

**2/9/1** Existing telephone facilities may be used by local Union officers and stewards for Union business. The location, number and procedure for using telephones shall be mutually agreed to at the first local labor-management meeting. Such use shall not obligate the Employer for the payment of long distance or toll charges. Management will endeavor to respect the confidentiality of phone conversations concerning Union business conducted in accordance with the provisions of this Agreement or a local agreement.

**2/9/2** Where currently no existing practices or local agreements are in place, union use of existing Employer facsimile machines shall be limited to communication between union and management.

**2/9/3 (BC, T, PSS, SPS, ~~LE~~)** Local Union officers and stewards may use their existing state assigned Email for conducting Union business only as authorized under the Agreement. Such use shall be in compliance with 2/5/1. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. This provision does not obligate the Employer to expand Email access nor limit agencies from developing or modifying their own policies and procedures for Email use. This provision shall expire with the expiration of the 2001-2003 Agreement.

## **SECTION 10: Mail Service**

**2/10/1 (~~LE~~ [~~Local Unions 55 and 1195~~] SPS)** Local Unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of four membership mailings per month, not to exceed thirty six (36) mailings per year, to members of their respective locals. Local Unions shall be allowed to use intra-institutional mail service (if available). Such mailings must be of a reasonable size and volume and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings
- F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;
- G. Reports of Union Standing Committees.

**2/10/1A (AS, BC, T, PSS)** Local unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of twenty-four (24) membership mailings per year, not to exceed four (4) per month, to members of their respective locals. Local Unions shall be allowed to use intra-departmental mail service (if available). Such mailings must be of a reasonable size and volume, and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:



- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;
- G. Reports of Union Standing Committees.

**2/10/2** No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

**2/10/3** Local Union use of the mail systems involved shall not include any U.S. mails or other commercial delivery services used by the state as part of or separate from such mail system(s). The Union's use of the mail service shall be the responsibility of the president or a designee of the local Union.

#### **SECTION 11: Visitations**

**2/11/1** The Employer agrees that non-employee officers and representatives of the WSEU or of the International Union shall be admitted to the premises of the Employer during working hours upon advance notice, twenty four (24) hours if possible, to the appropriate Employer representative. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a private meeting place whenever possible or to provide a representative to accompany the Union officer where operational requirements do not permit unlimited access.

#### **SECTION 12: Executive Board of Council 24**

**2/12/1** Council 24 will furnish to the DepartmentOffice of State Employment Relations, Bureau of Collective BargainingLabor Relations, in writing, the names, departments, and local Union designation of elected members of the Executive Board within five (5) days after election to the Executive Board. Notification of any changes in the membership of the Executive Board shall be made in writing to the DepartmentOffice of State Employment Relations, Bureau of Collective BargainingLabor Relations within five (5) days after such change.

Duly elected members of the Executive Board of Council 24 of the Wisconsin State Employees Union [not to exceed a total of twenty (20) employees from all bargaining units] shall be granted time off without pay to attend the regular monthly meeting and no more than six (6) special meetings of the Executive Board each calendar year. Such members will give their immediate supervisors seven (7) days advance written notice of the intended absence.

### **SECTION 13: Loss of Benefits**

**2/13/1** Employees on leave of absence without pay shall continue to earn vacation, sick leave, and length of service credits for the first two hundred sixteen (216) hours of time spent per calendar year in authorized Union activities contained in Article II, Section 6 (Union Conventions, Educational Classes, and Bargaining Unit Conferences) and Section 8 (Attendance at Local Union Meetings or Monthly Steward Meetings).

**2/13/2** Employees on leave of absence without pay shall continue to earn vacation, sick leave, and length of service credits for time spent in authorized union activities contained in Article II, Section 12 (Executive Board) and for contract negotiations meetings with the Employer [six (6) designated members of the Union's bargaining team from each of the bargaining units covered by this Agreement]. A total of up to six (6) employees from all six (6) bargaining units on leave of absence under 13/8/3 shall also be covered. Such coverage shall be limited to a cumulative period of time of up to one (1) year per person for the life of the contract.

**2/13/3** It is expressly understood that the Union or the employee can contribute to the Wisconsin Retirement Fund an amount equal to the amount that both the employee and the Employer would have contributed to the Wisconsin Retirement Fund if the employee had not been on leave of absence without pay.

**2/13/4** The Union shall be allowed to prepay the retirement contributions for employees (at differing rates for employees in general or protective occupations) who are on leaves of absence without pay for contract negotiations. The contribution for an employee shall be based on the compensation the employee would be deemed to have been paid (at their then current base rate of pay) for the time during which the employee would be on a leave of absence without pay for contract negotiations. If the Union chooses to prepay said retirement contributions, it shall be obligated to prepay both the employee's and the Employer's contribution. There shall be one prepayment for the entire period of contract negotiations.

2/13/5 If the Union prepayment is in excess of the amount required to maintain an employee's status in the Wisconsin Retirement System, said excess shall be returned to the Union after the close of contract negotiations. When prepayment is made, the Union shall provide the Employer with the names of the employees so covered, and the calculations used in establishing the amount to be prepaid. Said prepayment shall be made at least one (1) month prior to the time at which an employee goes on leave without pay status for contract negotiations.

2/13/6 All contributions shall be in accordance with ch. 40, Wis. Stats.

#### **SECTION 14: Local Union Orientation**

2/14/1 A representative (two for SPS/DOC) of the local Union shall be granted up to thirty (30) minutes (forty-five (45) for SPS/DOC) for Union orientation during scheduled group orientations involving from two (2) to five (5) new, restored, or reinstated WSEU represented employees as well as employees reallocated from non-WSEU represented bargaining units. When six (6) or more WSEU represented employees are scheduled, up to sixty (60) minutes (ninety (90) for SPS/DOC) shall be scheduled. The Employer shall notify the local Union five (5) days prior to any group orientation.

2/14/2 In the absence of such group orientation meetings, or when the Employer has given less than ten (10) days notice of a group orientation to the Union, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation of a new employee(s), (up to sixty [60] minutes when the Employer schedules such orientations for six (6) or more employees at the same meeting) or to distribute to new employees represented by the WSEU a packet of informational material furnished to the Employer by the local Union. The time for such non-group Union orientation meetings shall be scheduled by the Employer within thirty (30) days of the date of hire and shall be without loss of pay.

2/14/3 When requested, the Union will provide the Employer copies of all written information to be distributed by the Union at the orientation(s) in advance of the meeting(s). The Employer retains the right to review the materials and refuse to distribute any materials, and/or prohibit or terminate any Union orientation presentation, that contains political campaign information or material detrimental to the Employer. The Employer will inform the Union in advance of its intention to attend any Union orientation. The Employer will not prohibit or terminate any Union orientation until a discussion has been held with the Union representative giving the orientation. Attendance at Union orientation presentations shall be voluntary. Union orientation is an appropriate subject for local negotiations.

2/14/4 (AS, T, BC) Prevention of a hostile work environment shall be a component of all new employee training.

#### **SECTION 15: Utilization of Technologies**

2/15/1 Both the Employer and the Union agree that changing technologies in the work place significantly enhance communications not only internally, but also externally. Computers, fax machines, e-mail, Internet access, multimedia, and video conferencing, to name a few, have changed the dynamics of the work place.

Because of the continuing expansion and enhanced capabilities with these technologies, the Employer and the Union agree to establish a joint state-wide committee to discuss, and upon mutual agreement, implement policies pertaining to the Unions' ability, and responsibilities in, utilizing these new technologies.

## ARTICLE III

### MANAGEMENT RIGHTS

**3/1/1** It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management, however, such rights must be exercised consistently with the other provisions of this Agreement. Management rights include:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

B. To manage and direct the employees of the various agencies.

C. To transfer, assign or retain employees in positions within the agency.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

E. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.

F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

**3/1/2** It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on the policies, practices and procedures of the civil service merit system relating to:

A. Original appointments and promotions specifically including recruitment, examinations, certification, appointments, and policies with respect to probationary periods.

B. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1: Definition**

**4/1/1** A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement.

**4/1/2** Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor involved in quadruplicate (on mutually agreed upon forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and the Local Union representative. A grievant shall not represent him or herself. Only a designated grievance representative pursuant to Article IV, Section 6 of this agreement may represent a grievant.

**4/1/3** If an employee brings any grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the designated Local Union representative and no further discussion shall be had on the matter until the appropriate Local Union representative has been given notice and an opportunity to be present.

**4/1/4** All grievances must be presented promptly and no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

**4/1/5** The parties will make a good faith effort to handle filed grievances, discipline and investigations in a confidential manner. The Employer and the Union agree to not release any open or closed grievance or arbitration file(s) to another organization or person not representing the Union or the Employer unless both parties mutually consent or the release is required by the WERC or a court of law. A breach of confidentiality will not affect the merits of the grievance, discipline or investigation.

**4/1/6 (AS)** Representatives of the Union and Management shall be treated as equals and in a courteous and professional manner.

## SECTION 2: Grievance Steps

**4/2/1 (AS, BC, SPS, T) Pre-Filing:** When an employee(s) and his/her Local Union representative become aware of circumstances, other than disciplinary actions, that may result in the filing of a Step One grievance, it is the intent of the parties that, prior to filing a grievance, the Local Union representative will contact the immediate supervisor of the employee to identify and discuss the matter in a mutual attempt to resolve it. The parties are encouraged to make this contact by telephone. The State's DAIN line facilities will be used whenever possible. Both parties will provide any and all documents available, if requested, at the pre-filing step.

**4/2/2** If the designated agency representative determines that a contact with the immediate supervisor has not been made, the agency representative will notify the Local Union and may hold the grievance in abeyance for not more than fourteen (14) days, for an attempt at such contact to be made.

**4/2/3** The Employer representative at any step of the grievance procedure is the person responsible for that step of the procedure. However, the Employer may find it necessary to have an additional Employer representative present. The Union shall also be allowed to have one additional Local Union representative present in non-pay status. Only one (1) person from each side shall be designated as the spokesperson. By mutual agreement, additional Employer and/or Union observers may be present.

**4/2/4** All original grievances must be filed in writing at Step One or Two, as appropriate, promptly and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of such grievance.

**4/2/5 Step One:** Within twenty-one (21) calendar days of receipt of the written grievance or within twenty-one (21) calendar days of the date of the supervisor contact provided for in 4/2/1, whichever is later, the designated agency representative will schedule a hearing with the employee and Local Union representative and respond to the Step One grievance. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. If the grievance is denied, the grievance response will include an explanation of the reason for denial.

**4/2/6 Step Two:** If dissatisfied with the Employer's answer in Step One, to be considered further, the grievance must be appealed to the appointing authority or the designee (i.e., Division Administrator, Bureau Director, or personnel office) within fourteen (14) calendar days from receipt of the answer in Step One. Upon receipt of the



grievance in Step Two, the department will provide copies of Step One and Step Two to the Bureau of ~~Collective Bargaining~~ Labor Relations of the ~~Department~~ Office of State Employment Relations as soon as possible. Within twenty-one (21) calendar days of receipt of the written grievance, the designated agency representative(s) will schedule a hearing with the employee(s) and his/her designated Local Union representative(s) and a representative of Council 24 (as Council 24 may elect) and respond to the Step Two grievance, unless the time limits are mutually waived. The Employer and the Union agree to hear Step Two grievances on a regular schedule, where possible, at the work site or mutually agreed upon locations. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. If the grievance is denied, the grievance response will include an explanation of the reason for denial. If the Employer has not responded to the grievance within sixty (60) days of the filing at Step Two, the Union may, prior to Step Three, refer the grievance to Council 24 and the Office of State Employment Relations to expedite an answer to the grievance.

**4/2/7 Step Three:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within thirty (30) calendar days from the date of the agency's answer in Step Two, or from the date on which the agency's answer was due, whichever is earlier, except grievances involving discharge, which must be appealed within fifteen (15) calendar days from the agency's answer in Step Two, or from the date on which the agency's answer was due, whichever is earlier, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answers without prejudice or precedent in the resolution of future grievances. The issue as stated in the Second Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

### **Time Limits**

**4/2/8** Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within the designated time limits of the appropriate step of the procedure. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

**4/2/9** If the Employer representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer

must be forwarded to a city other than that in which the Employer representative works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

**4/2/10** Arbitrations for discharge cases will be heard within one (1) year from the date of appeal to arbitration.

### **SECTION 3: Arbitration Panel Procedures**

**4/3/1** Within seven (7) calendar days from the date of appeal to arbitration, the parties shall meet to select an arbitrator from the panel of arbitrators according to the selection procedures agreed upon.

**4/3/2** Where two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator from the panel shall be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of the court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. Except as provided in Section 11 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

**4/3/3** Both parties agree that there will be a panel of twelve (12) arbitrators selected to hear arbitration cases that are covered under the Agreement between the parties.

The procedure for selecting this panel of twelve (12) arbitrators is as follows:

- A. Both parties will make an attempt to mutually agree on a panel of twelve (12) arbitrators.
- B. If mutual agreement cannot be reached on the total twelve (12) arbitrators then the remaining number of arbitrators needed to complete the panel will be selected equally between the two parties.
- C. After one (1) year from the date the panel was selected, either party shall have the right to eliminate up to two (2) arbitrators from the panel.
- D. In replacing the arbitrators that were eliminated from the panel the procedure in B above shall again be used, but, it is noted that any arbitrator eliminated in C above may not be placed back on the panel.

4/3/4 The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

- A. Each arbitrator shall be assigned a number one (1) through twelve (12).
- B. In selecting an arbitrator for a case the parties shall draw five (5) arbitrator numbers at random from the total twelve (12). Then the elimination process will be used to select one (1) arbitrator from the group of five (5).
- C. If both parties mutually disagree with the arbitrator number that has been selected in B above, then the original process of selecting an arbitrator shown in B above will again be used.
- D. If, after two attempts, the parties mutually disagree with the arbitrator number that has been selected, then both parties shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service.
- E. Both parties shall jointly send letters to the twelve (12) arbitrators selected and request these arbitrators to agree to participate on the panel and comply with specific requirements.
- F. Both parties agree to some type of retainer fee for each of the selected arbitrators in addition to a set daily fee allowed each arbitrator for his/her services.

4/3/5 Both parties shall jointly contact court reporters from around the state and develop a listing of these reporters who will agree to return the transcript of a hearing within ten (10) days from the date of the hearing.

4/3/6 Both parties agree to submit exhibits to each other that will be entered into evidence at the arbitration at least three (3) work days prior to the date of arbitration. Exhibits postmarked at least three (3) work days prior to the arbitration will satisfy the requirement.

4/3/7 The names of the witnesses that will be called to testify shall be shared with the other party three (3) work days prior to the hearing.

4/3/8 Disputes which arise under 4/3/6 or 4/3/7 will be resolved by ~~DO~~SER and Council 24.

4/3/9 If briefs are to be filed, both parties shall file their briefs within fourteen (14) days from the date of their receipt of the transcript. This time limit may be extended if mutually agreed by the two parties.

4/3/10 The decision of the arbitrator will be final and binding on both parties of this Agreement. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and 230.36 hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases, the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed.

#### **SECTION 4: Retroactivity**

4/4/1 Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step One. Employees who voluntarily terminate their employment (not including those who retire) will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. When a discharged employee resigns for the purpose of withdrawing funds from the State's retirement system, his/her grievance of the discharge will not be considered as withdrawn.

## **SECTION 5: Exclusive Procedure**

**4/5/1** The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

## **SECTION 6: Number of Representatives and Jurisdictions**

**4/6/1 (BC, SPS, T, ~~LE~~)** Council 24 shall designate a total of up to 750 grievance representatives who are members of the bargaining units for the bargaining units.

**4/6/2 (AS)** Council 24 shall designate a total of up to 500 grievance representatives who are members of the bargaining unit for the bargaining unit.

**4/6/2A (PSS)** Council 24 shall designate a total of up to 115 grievance representatives who are members of the bargaining unit for the bargaining unit.

**4/6/3** The Union shall designate the jurisdictional area for each grievance representative and his/her alternate. Each jurisdictional area shall have a similar number of employees and shall be limited to a reasonable area to minimize the loss of work time and travel giving consideration for the geographic area, employing unit, work unit, shift schedule and the right and responsibility of the WSEU to represent the employee of the bargaining unit. Jurisdictional areas shall include other employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a grievance representative.

**4/6/4 (BC, T, PSS, ~~LE~~)** Each local Union or each chapter of a statewide local Union (for PSS and Department of Transportation SPS only) may appoint one chief steward whom the designated grievance representative of the local or chapter may consult with by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

**4/6/4A (AS)** Each local Union may appoint chief stewards, and shall furnish to the Employer, in writing, the name of the Chief Steward for each respective jurisdictional area. The grievance representative of the local may consult with his/her appropriate jurisdictional area Chief Steward by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/5 In those instances where there is not a designated grievance representative from an employee's bargaining unit available in the same building, a designated grievance representative from another WSEU represented bargaining unit or local Union within the same building shall be allowed, pursuant to Paragraph 4/8/1, to cross bargaining unit or local Union lines so as to provide grievance representation. Such substitute grievance representative shall obtain approval from his/her supervisor prior to providing such substitute representation.

4/6/6 (BC, SPS, T, PSS, ~~LE~~) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/7 (AS) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas as soon as they are designated and determined but not later than 180 calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/8 The Employer will supply the local Union with a list of supervisors to contact on grievance matters.

## **SECTION 7: Union Grievances**

4/7/1 Union officers and stewards who are members of the bargaining unit shall have the right to file a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of the terms or provisions of this Agreement.

## **SECTION 8: Processing Grievances**

4/8/1 A. The grievant, including a Union official in a Union grievance, will be permitted a reasonable amount of time without loss of pay to process a grievance from pre-filing through Step Three (including consultation with designated representatives prior to filing a grievance) during his/her regularly scheduled hours of employment. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her Union representative through the Union representative's supervisor.

B. For purposes of training, first time new local union stewards will be permitted a reasonable amount of time without loss of pay to accompany a senior steward during the investigation and processing of one grievance (from pre-filing through step 2), one investigatory interview and one pre-disciplinary (Loudermill) meeting. Prior approval from the new steward's supervisor is required to exercise these provisions. Management will base participation decisions on the proximity of the stewards, work schedules, and staffing levels. The Employer may grant additional steward training as identified in this provision. Current practices will continue.

**4/8/2** Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to investigate and process grievances from pre-filing through Step Three (including consultations) in their jurisdictional areas during their regularly scheduled hours of employment. Only one designated grievance representative will be permitted to process any one grievance without loss of pay as above. Further, in a group grievance, only one grievant, appearing without loss of pay, shall be the spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employees covered by the grievance.

**4/8/3** The grievance meeting as provided in the Pre-Filing Step and Steps One and Two above shall be held during the grievant's regularly scheduled hours of employment unless mutually agreed otherwise. The Employer shall designate the time and location for pre-filing, first and second step grievance hearings. The grievant's attendance at said hearings, including reasonable travel time to and from the hearing, shall be in pay status. The parties will provide all documents and information available if requested, at the prefiling step, step 1, step 2 or when appropriate.

**4/8/4** The designated grievance representative shall be in pay status for said hearing and for reasonable travel time to and from said hearing, provided that the hearing occurs during his/her regularly scheduled hours of work. If the grievant and/or the designated representative has a personally assigned vehicle, he/she may use that vehicle, without charge, to attend such grievance meetings, except that in the State Patrol, a designated grievance representative may only use his/her vehicle to attend a grievance hearing if the hearing occurs during his/her regularly scheduled hours of work. If there is a state fleet vehicle available, at the sole discretion of the Employer, the designated grievance representative may use the vehicle, without charge, to attend such grievance meetings. However, the decision of the Employer is not subject to the grievance procedure.

4/8/4 A. (BC, AS, SPS, T, ~~LE~~) The Pre-Filing Step and Step One of the grievance procedure will be held on the grievant's and the grievant's representative's work time if the work time is on the same or overlapping shift. It is understood that the grievance time limits may have to be extended to accommodate this provision and that work schedules need not be changed.

B. (BC, PSS, T) In cases where a steward is not available on an employee's shift to represent an employee in a hearing, the Employer will arrange for a steward from another shift. In scheduling the hearings, the Employer shall give consideration to minimizing the time between the hearing and the steward's shift. By mutual agreement, the steward's schedule may be adjusted to allow the steward to be in pay status during the hearing.

4/8/5 The Employer is not responsible for any compensation of employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

4/8/6 (BC, AS) The Employer and the Union may mutually agree to the need for an interpreter in discipline hearings and the Pre-Filing Step and Steps One and Two of the grievance procedure. The interpreter shall be used to assist persons who are hearing impaired or who do not speak English to understand the proceedings. The person selected as the interpreter will be mutually agreed to, and the Union and the Employer shall share the costs equally.

4/8/7 The Employer will send one (1) copy of the answered grievance at Step One to the District Council 24 area representative.

#### **4/8/8 Information Requests**

Both parties have the responsibility to share information when available. When requested by Council 24, information, materials, or photo copies pertinent to representation in the grievance procedure will be provided at no cost to the Union, prior to the 2<sup>nd</sup> step of the grievance process.

Any requests where costs exceed \$50.00 (fifty dollars), if questioned by the agency, must be approved by the Director of Council 24, and DOSER.



## SECTION 9: Discipline

4/9/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate corrective disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause may appeal a demotion, suspension or discharge taken by the Employer beginning with the Second Step of the grievance procedure. A grievance in response to a written reprimand shall begin at the step of the grievance procedure that is appropriate to the level of authority of the person signing the written reprimand, unless the parties mutually agree to waive to the next step. Any letter issued by the department to an employee will not be considered a written reprimand unless a work rule violation is alleged or it is specifically identified as a letter of reprimand.

4/9/2 A. An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview (including informal counseling) if he/she requests one and if the employee has reasonable grounds to believe or has been informed that the interview may be used to support disciplinary action against him/her.

B. When an employee reasonably believes a meeting or informal counseling with his/her supervisor will result in disciplinary action, the employee has the right to consult with a union representative when the employee requests one. If a supervisor tells an employee that the interview or counseling will not result in discipline, there is no reasonable basis to believe the meeting will result in discipline, the employee must answer questions or may be subject to discipline for insubordination. If a supervisor denies an employee union representation and informs the employee that he/she will not be disciplined as a result of the meeting or counseling and then the supervisor does discipline the employee as a result of the meeting or counseling, the Office of State Employment Relations will not support the agency's disciplinary actions.

4/9/3 Unless Union representation is present during informal counseling or performance evaluation, disciplinary action cannot be taken at such counseling or performance evaluation meetings. The occurrence of an informal counseling or performance evaluation meeting shall not be used as the basis for or as evidence in any subsequent disciplinary action. Such a meeting can be used to establish that an employee had been made aware of the circumstances which resulted in performance evaluation or informal counseling.

4/9/4 If any discipline is taken against an employee, both the employee and local Union president, or his/her designee, will receive copies of this disciplinary action. If the supervisor and the employee meet to explain or discuss the discipline, a Union representative shall be present, if requested.

4/9/5 When an employee has been formally notified of an investigation, and the Employer concludes no discipline will be taken at the present time, the employee shall be so advised. If a Union representative was present during the investigation, the Union representative shall also be advised. Such notification shall be provided in a timely manner.

4/9/6 No suspensions without pay shall be effective for more than thirty (30) days.

4/9/7 Where the Employer provides written notice to an employee of a pre-disciplinary meeting, and the employee is represented by a WSEU statewide local union, the Employer will provide a copy of such notice to the local union. Current practices between other WSEU local unions and the Employer will continue.

4/9/8 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and placed in the employees personnel file(s), and shall not be used as a step in the progressive discipline process. ~~This provision shall expire with the expiration of the 2001-03 agreement, unless mutually agreed to extend.~~

#### **SECTION 10: Exclusion of Probationary Employees**

4/10/1 Notwithstanding Section 9 above, the retention or release of probationary employees shall not be subject to the grievance procedure except those probationary employees who are released must be advised in writing of the reasons for the release and do, at the discretion of the ~~Personnel Commission~~Equal Rights Division of the Department of Workforce Development, have the right to a hearing before the ~~Personnel Commission~~Equal Rights Division. If a meeting is held to notify an employee of his or her release for failure to pass original probation, union representation may be requested. The purpose of such representation is to observe, ask clarifying questions and advise the employee. Failure of a Union representative to attend shall not delay the release of the probationary employee.

4/10/2 In those situations where an employee is on permissive probation between employing units in the same agency and same class due to a transfer and that probation is terminated ~~for any other reason than performance~~, the employee has the right to request a formal meeting and be notified of the reason for termination in writing. Except for terminations for performance reasons, if the employee feels that the termination was for arbitrary and/or capricious reasons and not consistent with how other similarly situated employees are treated, the employee has the right to appeal the probation termination through the grievance procedure as set out in Article IV, Section 12, of the collective bargaining agreement.

## **SECTION 11: Pay Status of Arbitration Witnesses**

**4/11/1** When an employee is subpoenaed by either party in an arbitration case that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work providing the testimony given is related to his/her job function or involves matters he/she has witnessed while performing his/her job and is relevant to the arbitration case. A subpoenaed employee who appears during his/her non-scheduled hours of work shall be guaranteed an appearance fee equivalent to the hourly rate of the employee for two (2) hours or all hours testifying at the hearing, whichever is greater.

**4/11/2** It is the intent of this section that every effort shall be made to avoid the presentation of repetitive witnesses.

**4/11/3** A grievant appearing during non-scheduled hours of work at a special arbitration hearing as covered in Section 12 of this Article shall be paid an appearance fee equivalent to the hourly rate of the grievant for one (1) hour when appearing at the hearing. It is expressly understood by the parties that no more than one (1) appearance fee per day may be paid to a grievant appearing at the hearing.

## **SECTION 12: Special Arbitration Procedures**

**4/12/1** In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in Subsection 4/3/1-7 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/3/1-7. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by District Council 24, WSEU, and the State Bureau of ~~Collective~~ Bargaining Labor Relations for both of these procedures during the term of the contract.

#### **A. Expedited Arbitration Procedure**

1. The cases presented to the arbitrator will consist of campus, local institution or work site issues, short-term disciplinary actions [five (5) day or less suspensions without pay], denials of benefits under s. 230.36, Wis. Stats., and other individual situations mutually agreed to.

2. The arbitrator will normally hear at least four (4) cases at each session unless mutually agreed otherwise. The cases will be grouped by institution and/or geographic area and heard in that area.

3. Case presentation will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than two (2) per side. If called to testify, the grievant is considered as one of the two witnesses.

4. The arbitrator will give a bench or other decision within five (5) calendar days. The arbitrator may deny, uphold, or modify the action of the Employer. All decisions will be final and binding.

5. Where written decisions are issued, such decisions shall identify the process as non-precedential in the heading or title of the decision(s) for identification purposes.

6. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

7. Representatives of ~~DO~~ER and AFSCME Council 24 shall meet and mutually agree on an arbitrator.

#### **B. Umpire Arbitration Procedure**

1. Whenever possible, each arbitrator will conduct hearings a minimum of two (2) days per month. District Council 24, Wisconsin State Employees Union and the State Bureau of ~~Collective Bargaining~~ Labor Relations will meet with the arbitrator at least once every six months and select dates for hearings during the next six (6) month period.

2. The cases presented to the arbitrator will consist of campus, local institution, or work site issues; short-term disciplinary actions [three (3) day or less suspensions without pay]; overtime distribution; and other individual situations mutually agreed to.

3. Cases will be given an initial joint screening by representatives of the State Bureau of ~~Collective Bargaining~~ Labor Relations and the WSEU, Council 24. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

4. Statements of facts and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the hearing date unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted, the appropriate language provisions of the contract will also be provided to the arbitrator prior to the hearing.

5. The arbitrator will normally hear at least eight (8) cases at each session unless mutually agreed otherwise. Whenever possible, the cases will be grouped by campus, institution and/or geographic area and heard in that area. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

6. The case in chief will be limited to five (5) minutes by each side with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called. No objections will be allowed. No briefs or transcripts shall be made. The Grievant and his/her steward, plus a department representative and the supervisor, will be present at the hearing and available to answer questions from the arbitrator.

7. The arbitrator will render a final and binding decision on each case at the end of the day on the form provided. The arbitrator may deny, uphold or modify the action of the Employer.

8. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

### **SECTION 13: Concentrated Performance Evaluation**

4/13/1 (BC, PSS, ~~LE~~, SPS) Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department

head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

**4/13/1A (AS, T)** Employees will be placed on a concentrated performance evaluation program (for example, Performance Improvement Plan/PIP, Concentrated Performance Planning and Development/CPPD, Final Performance Improvement Plan/FPIP, Concentrated Performance Evaluation/CPE, etc.) only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, a representative of the local Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

**4/13/2** After an employee has been placed on a concentrated performance evaluation program and has received written notice of a possible termination or other disciplinary action, a designated grievance representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the grievance representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

**4/13/3 (AS)** Evaluations that occur more than once per year may be used as documentation of the reasons for beginning a concentrated performance evaluation program. Such evaluations shall be corrective in nature and shall not result in discipline without just cause. The parties agree that this paragraph does not change the grievability of performance evaluations under this Section.

## **ARTICLE V**

### **SENIORITY**

#### **SECTION 1: General**

**5/1/1** Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the Executive Order causing such accretion specifies differently. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

**5/1/2** The Employer shall notify the Union as soon as the Employer becomes aware of formal consideration being given to state assumption of functions currently administered by another governmental agency, a quasi-public or private enterprise by Executive Order, or aware of any legislative hearings scheduled to discuss such state assumptions of functions.

**5/1/3 (SPS, LE)** Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except where an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.

**5/1/4 (BC, AS, T, PSS)** Where within five (5) years of resignation or discharge an employee is rehired, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of separation during which he/she was not an employee of the state, except when an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall reclaim his/her original date of employment for the computation of seniority.

**5/1/5** In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age with the older employee considered having the greater seniority.

~~**5/1/6 (State Patrol Troopers and Inspectors Only)** In the event two employees have the same seniority date, seniority of the one against the other shall be determined by first academy class ranking with the person having the higher ranking considered to have greater seniority.~~

## **SECTION 2: Seniority Information**

**5/2/1** The Employer agrees to provide all local unions with two seniority lists. One list shall be by local union, employing unit, classification, and employee name by seniority with date of birth and mailing address. The second list shall be by local union, employing unit, classification, and employee name by alphabetical listing with date of birth and mailing address. These lists shall be provided on a semi-annual basis. Employees shall have thirty (30) calendar days from the date the list is provided to the local Union officer to correct errors except that in cases of layoff the time available for correction of errors shall be the life of the list.



## **ARTICLE VI**

### **HOURS OF WORK**

#### **SECTION 1: Standard**

**6/1/1 (PSS)** The standard basis of employment is forty (40) hours in a regularly reoccurring period of 168 hours in the form of seven (7) consecutive 24 hour periods.

#### **SECTION 2: Scheduling**

##### **6/2/1 Work Schedules**

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations.

**6/2/2** In those departments where work schedules are fixed or posted, fixed work schedules shall be defined as set and recurring without the need to be posted, and posted work schedules shall be defined as set for a specific period of time, established by the department, and communicated to employees. Changes in such work schedules shall be made only to meet the operational needs of the service, which, if requested, shall be explained and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days notice will be provided to the local Union and to employees affected by a change in such work schedule. Work schedules will not be changed to avoid the payment of overtime. However, with management approval, employees may voluntarily agree to changes in work schedules. When the duration of such schedule change exceeds two (2) weeks, the Union will be notified. The Union shall have the right to file a grievance in accordance with Article IV commencing at Step One if it feels a work schedule change has been made arbitrarily.

**6/2/2A (PSS)** Probation and Parole Agents will be permitted to work flexible schedules with supervisory approval. Changes in work schedules initiated by the employee for non-emergency reasons will not result in overtime.

**6/2/3 (BC, AS, SPS, T, ~~LE~~)** This section shall be amended in accordance with agreements reached pursuant to the provisions of Article XI, Section 2.

**6/2/4 (BC, AS, SPS, T, ~~LE~~) Scheduling of Overtime**

Whenever scheduled overtime work is required, the Employer will whenever practicable, assign such scheduled overtime work by seniority on a rotating basis unless mutually agreed otherwise among those included employees in that classification assigned to the work unit who normally perform the work involved.

**6/2/4A** Scheduling of extra hours, whenever scheduled extra hours are required, the Employer will, whenever practicable, assign such scheduled extra hours, non-premium rate time work among those included employees in that classification assigned to the work unit, who are less than full time, who normally perform the work involved, by seniority on a rotating basis, unless mutually agreed otherwise.

**6/2/5 (BC, AS, SPS, T, ~~LE~~)** In the overtime assignment process, employees shall be permitted to decline scheduled overtime work, however, the Employer shall have the right to require the performance of overtime work. When all employees in the work unit who normally perform the work involved decline an opportunity for scheduled overtime, the Employer shall require the performance of scheduled overtime work on each occasion in reverse seniority order, beginning with the employee with the least seniority.

**6/2/6 (BC, AS, SPS, T, ~~LE~~)** Employees who do not want to accept scheduled overtime work on an ongoing basis may file a written waiver on a quarterly basis. Such waiver shall indicate that the Employer is relieved from the requirement to offer scheduled overtime work to the employee for the period covered in the waiver. The waiver in no way affects the ability of the Employer to require the employee signing the waiver to perform scheduled overtime work as provided in this section.

**6/2/7 (BC, AS, SPS, T, ~~LE~~)** Scheduled overtime work is defined as any overtime work which the Employer knew would be necessary twenty four (24) hours or more in advance of the overtime work.

**6/2/7A (BC, AS, SPS, T, ~~LE~~)** Unscheduled overtime work is defined as any overtime work for which the need is known less than twenty four (24) hours in advance of the work.

**6/2/7B (SPS, T)** Institution/hospital based patient/resident/inmate direct care employees notified while on duty that they are being required to work an additional consecutive shift, will be guaranteed a minimum of two (2) additional hours of work with pay. With the agreement of the employee and the Employer, such employees may be released from duty in less than two (2) hours, but, in such instances, be paid only for the actual time worked.

**6/2/8 (BC, AS, SPS, T, ~~LE~~)** The Employer agrees that for those staff who are on duty during the shift in which daylight saving time goes into effect, they will be permitted to use one (1) hour of their paid leave (excluding sick leave), unpaid leave or to work one additional hour at the beginning or end of their shift as scheduled by management in order to achieve their normal number of shift hours.

**6/2/9** Paid leave time hours will not be downed for purposes of determining hours worked and overtime obligations of the Employer under this Article.

**6/2/10** Except for emergencies, no full-time employee shall be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hrs. total, unless mutually agreed to otherwise pursuant to Article 11/2/8.

**6/2/11** Employees serving a suspension without pay will not be excluded from the opportunity to work additional hours on days during the work week other than the specified days of suspension.

### **SECTION 3: Overtime**

#### **6/3/1 (BC, AS, SPS, T, ~~LE~~) Definitions**

A. Overtime -- Time that an employee works in excess of forty (40) hours per workweek.

B. Workweek -- A regularly reoccurring period of one hundred sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods.

C. Work Time --

1. All hours actually spent performing duties on the assigned job.

2. Travel time required by the Employer:

a. Travel between job sites before, during or after the regular workday.

(BC, SPS, T, ~~LE~~) b. Travel from a designated meeting place, to receive instructions or to pick up tools, to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

(AS) c. Travel from a designated meeting place, to receive instructions or to pick up or deliver tools, materials, equipment or supplies to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

d. The time spent in traveling from an employee's place of residence to and from a work site is not considered work time except in those instances where an employee is required by the Employer to travel in excess of eighteen (18) miles one way, measured from the employee's home work station or place of residence whichever is closer. In those instances, the miles in excess of eighteen (18) will be considered work time.

3. Rest Periods - Taken in accordance with Section 10 of this Article.

4. Wash up time - Taken in accordance with Section 11 of this Article.

5. Meal Periods -

a. Period less than thirty (30) minutes.

b. Where an employee is not relieved of his/her post, station or duty.

#### **6/3/2 (BC, SPS, T, LE) Eligibility for Overtime Credit**

The Employer agrees to compensate employees at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per workweek under the following conditions:

A. (BC) All employees except fire control employees who shall receive overtime compensation at the regular rate.

B. (T) All employees in positions which are currently receiving the premium rate will continue.

C. (SPS) All employees in positions which are currently receiving the premium rate will continue. Employees in the Department of Corrections, Wisconsin Correctional Center System, who are regularly

scheduled to work forty (40) hours per week shall be compensated at the premium rate for all hours worked in excess of forty (40) hours per week.

D. **(BC, SPS, T, ~~LE~~)** Riot Duty -- Providing specific funds have been allocated for this purpose, law enforcement personnel called in for riot duty shall receive premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per workweek. If the Employer is unable to meet the requirements of this section due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

E. **(BC, SPS, T)** A statewide labor-management meeting will be convened within sixty (60) days after the effective date of the Agreement to attempt to reach a satisfactory solution to the problem of premium rate for overtime work for employees who are presently exempt from the premium rate. If no agreement is reached, either party may appeal the matter to arbitration pursuant to the procedures in Article IV, Section 2, Step 3 except that the decision of the arbitrator shall be advisory.

F. **(PSS)** All employees in positions which are currently receiving the premium rate will continue.

**6/3/3 (AS)** The Employer agrees to compensate employees at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week.

**6/3/4 (PSS)** The Employer agrees to compensate employees who are in positions determined to be FLSA Non-exempt at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week.

**6/3/5 (PSS)** Employees identified as FLSA exempt shall earn compensatory credit on an hour-for-hour basis at the straight time rate for all hours worked over forty (40) hours in a workweek, provided that the extra hours were directed and approved by the employee's supervisor. Compensation for those credits shall be in compensatory time or cash at a straight time rate, or combination thereof, as the Employer may elect.

**6/3/6** The Employer agrees to compensate employees identified as FLSA non-exempt for all time directed to work in excess of sixteen (16) consecutive hours at the rate of two (2) times the employees regular rate of pay.

This provision does not apply to Fire Crash Rescue Specialists in the Department of Military Affairs and Security Officers 1, 2, 3 and 4 at the Wisconsin Veterans Home-King, Department of Veterans Affairs.

The Employer agrees to compensate employees classified as Security Officers 1, 2, 3, and 4 (Fire Watch staff) at the Wisconsin Veterans Home-King, Department of Veterans Affairs, identified as FLSA non-exempt for all time directed to work in excess of eighteen (18) consecutive hours at the rate of two (2) times the employees regular rate of pay.

#### **6/3/67 Overtime Compensation**

##### **A. Compensatory Time**

1. Regular Rate - The amount of compensatory time earned shall equal the amount of actual hours worked in excess of forty (40) hours per workweek.

2. Premium Rate - The amount of compensatory time earned shall be one and one-half (1 ½) times the amount of actual hours worked in excess of forty (40) hours per workweek.

##### **B. Cash Payment**

1. Regular Rate -- The employee's rate per hour including any applicable supplemental pay.

2. Premium Rate -- One and one-half (1 ½) times the employee's regular rate.

#### **6/3/78 Pyramiding**

Payment of overtime at a premium rate shall be paid in addition to the premium rate paid for holiday work incurred during the same workweek.

## **SECTION 4: Compensatory Time**

### **6/4/1 Scheduling of Compensatory Time**

Non-FLSA compensatory time earned by an employee shall be used prior to layoff or January 1, whichever comes first. When compensatory time credits have been earned by an employee for overtime work or work on a holiday, this accrued time shall be used prior to seasonal layoff or January 1, whichever comes first. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the employee may carry such credits into the first four months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1<sup>st</sup> of that year. The Employer will accommodate employee requests for compensatory time usage unless such requests will unduly disrupt operations, however, accrued compensatory time in excess of sixty (60) hours may be scheduled at the convenience of the Employer. For those employees classified as State Patrol Trooper and State Patrol Inspector at the Department of Transportation, Division of State Patrol in which two separate banks of compensatory time (FLSA and non-FLSA) are kept, the sixty (60) hours noted above will apply to each bank separately. For Fruit and Vegetable Grading Service employees of the Department of Agriculture, Trade, and Consumer Protection only, accrued compensatory time credits may be carried over into the first six (6) months of the new calendar year. Any negotiating note(s) or local agreement(s), in effect on January 1, 2003, which provides a greater benefit to the employee will supersede this provision. For seasonal employees only, all accrued compensatory time shall be used at times and in amounts most desired by the employee, unless the use of such time is unduly disruptive of the agency's operation. New language in this provision is effective January 1, 2003.

**6/4/2 (BC, AS, SPS, T, ~~LE~~)** Employees not covered by the Fair Labor Standards Act shall have the right to take earned compensatory time for overtime. At the Employer's discretion, the employee may be paid in cash for unused compensatory time credits. If cash is not paid the employee shall carry such time until May 1 of the following year. Unused compensatory time credits shall then be paid in cash at the employee's current hourly rate.

**6/4/3** Where overtime reports exist or computerized reports can be produced without additional cost to the Employer, the Employer shall provide upon request of the Local Union President, a biweekly report of the overtime hours worked and which employees worked the overtime. This report shall be given to the steward in the area or to the local Union president as the local Union designates.

## **SECTION 5: Scheduling of Compensatory Time Credits**

**6/5/1 (PSS)** For employees identified as FLSA exempt, when compensatory time credits have been earned under the provisions of 6/3/6 above, such credits shall be scheduled and used prior to January 1 of the following year. Compensatory time credits will be scheduled by the employee with the approval of his/her supervisor. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the Employer shall permit the employee to carry such credits into the first four (4) months of the next calendar year. For employees who are not permitted to use such carryover compensatory time credits during the carryover period, such carryover compensatory time credits will be cashed out at the employee's current rate.

**6/5/2 (PSS)** For employees identified as FLSA exempt, accrued compensatory time may be scheduled at the convenience of the Employer. Compensatory time records will be maintained by the Employer.

## **SECTION 6: Access to Work Locations**

**6/6/1 (PSS)** Employees will be provided access to their work location at least between the hours of 6:00 a.m. and 7:00 p.m. whenever possible.

## **SECTION 7: Travel**

**6/7/1 (PSS)** Time spent in work related travel required by the Employer shall be considered work time.

## **SECTION 8: Meetings**

**6/8/1 (PSS)** Time spent in Employer directed job related meetings shall be considered work time.

## **SECTION 9: Alternative Work Sites**

**6/9/1 (PSS)** Employees may be permitted to work at alternate work sites with management's approval for working on specific assignments.



## **SECTION 10: Rest Periods**

**6/10/1 (BC, AS, SPS, T, ~~LE~~)** All employees shall receive one (1) fifteen (15) minute rest period during each one-half shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

**6/10/2 (PSS)** Recognizing the fact that employees covered by this contract are professional, reasonable rest periods will be taken at the employee's discretion that will not conflict with the fulfilling of the operational needs of the work unit.

## **SECTION 11: Wash-up Time**

**6/11/1 (BC, AS, SPS, T, ~~LE~~)** Employees shall receive reasonable and adequate personal wash-up time immediately prior to their meal break and immediately prior to the end of their shift. The Employer shall determine those positions which shall qualify for personal wash up time.

## **SECTION 12: Meal Periods**

**6/12/1 (BC, AS, SPS, T, ~~LE~~)** No employee shall be required to take more than one (1) hour as a meal period; however, this shall not be construed to interfere with the Employer's right to schedule employees to work split shifts.

**6/12/2 (PSS)** No employee shall be required to take more than one (1) hour as a meal period. The Employer recognizes that, due to work requirements, an employee may not be able to take his/her lunch period during the scheduled time. In those instances, the employee shall be allowed an alternate lunch period.

## **SECTION 13: Call-Back Time**

**6/13/1 (BC, AS, SPS, T, ~~LE~~)** Employees who report to work after being called back for duty or called in on the employee's day off for non-scheduled duty will be guaranteed a minimum of two (2) hours of pay or four (4) hours of work with pay. Nothing in this provision shall require the Employer to change its current practices.

**6/13/2 (BC, AS, SPS, T, ~~LE~~)** Work schedules will not be changed because of call back time in order to avoid overtime except where the call back consists of a full eight (8) hour shift.

**6/13/3 (BC, AS, SPS, T, ~~LE~~)** Employees shall be called back in seniority order among those employees who normally perform that work within their classification, except in case of emergency.

**6/13/4 (PSS)** Institution based psychologists called back for duty will be credited with two (2) hours pay or compensatory time at the employee's regular rate of pay as the employee may elect.

#### **SECTION 14: Court Appearances**

**6/14/1 (BC, SPS, T, ~~LE~~)** In those instances where a law enforcement officer is scheduled to appear in court on his/her off duty time and has been notified of cancellation of the court appearance less than ~~twelve (12)~~ twenty-four (24) hours prior to such appearance, the employee will be credited with three and one-half (3 ½) hours pay at the employee's regular rate of pay.

#### **SECTION 15: Alternative Work Patterns**

**6/15/1** Alternative work patterns include flexible time, non-standard workweek employment, part time employment, job sharing and other patterns that may be developed between the parties.

**6/15/2** Flexible time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. The determination of core hours is a subject of local negotiations pursuant to Article 11/2/8.

**6/15/3** The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementation of alternative work patterns in appropriate work environments. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Employer and the Union.

**6/15/4** Mutual agreement can be reached on the local level or at the appropriate division or department labor-management meeting. If a ~~DO~~ DO ~~SER~~ /WSEU statewide meeting to discuss alternative work patterns is scheduled,

the Union shall be allowed two representatives for each bargaining unit without loss of pay. Nothing in this Section shall infringe upon management's ability to ensure adequate coverage for operational requirements.

**6/15/5** Where not in conflict with the FLSA, agreements may be reached under this section which result in employees working non-standard workweek(s) which provide for a work schedule of more than forty (40) hours in one week of each pay period and less than forty (40) hours in the other week of said pay period. In instances of non-standard workweek(s), overtime will be defined as work in excess of eighty (80) hours in a biweekly pay period, in lieu of the standard definition which defines overtime as time that an employee works in excess of forty (40) hours per workweek.

**6/15/6** Permanent part-time employment means employment of a continuous, recurring nature that requires the service of an employee for six hundred (600) hours or more on an annual basis.

**6/15/7** Job sharing means coordinated permanent or project part-time employment involving two (2) or more persons sharing the same duties and responsibilities of a full-time budgeted position.

**6/15/8 (BC, T)** Employees who are scheduled on a split shift will not be required to work less than two (2) consecutive hours.

#### **SECTION 16: Telephone Related Conceptual Agreements**

**6/16/1** Probation and Parole Agents will not be required to publicly list or provide their home telephone numbers, except to the Employer. The Employer agrees to not release the employee's home telephone number to anyone other than law enforcement agencies for work related reasons.

**6/16/2** Probation and Parole Agents who receive calls at home shall be credited thirty (30) minutes per call, with subsequent calls within the same thirty (30) minutes not resulting in additional credits.

## **ARTICLE VII**

### **TRANSFERS**

#### **SECTION 0: Waiver**

**7/0/1 (BC, T, SPS, ~~LE~~, PSS)** On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

**7/0/1A (AS)** On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of: relieving hardship; Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

#### **SECTION 1: Transfer Within Employing Units**

**7/1/1** When a permanent vacancy occurs in a permanent (part-time, full-time or seasonal) position in an employing unit or when the Employer becomes aware of an impending permanent position in an employing unit, unless mutually agreed to otherwise, the Employer shall notify the local Union indicating the classification, any special requirements (including training and experience), the shift, shift rotation (if any), work schedule and the work location, and the local Union shall notify the employees of the bargaining unit in the employing unit. Interested permanent employees assigned to the same or other shifts in the employing unit who are in the same classification and who have completed their probationary period in the classification of the vacancy shall indicate their desire for a transfer by notifying the Employer within five (5) calendar days of notice to the employee or within seven (7) calendar days notice to the Union, whichever is greater. During the period while the selection process is being administered or for a maximum of six (6) months, whichever is less, the Employer may temporarily fill the vacancy to fulfill operational requirements. The employee selected to fill the permanent vacancy shall be the employee with the most seniority, unless he/she is not physically or emotionally fit for the job or cannot perform the work in a satisfactory manner.

**7/1/1A (AS)** In addition to employees identified in 7/1/1 above, employees in the employing unit who have been reallocated to a different classification as a result of a classification survey conducted or approved by the

~~Department~~Office of State Employment Relations (~~DO~~SER), will be considered for transfer (or demotion if reallocated to a classification in a higher pay range), utilizing their seniority, to a position in the classification from which reallocated. Employees shall be able to exercise this transfer (or demotion) right once during the twelve (12) month period following the date of reallocation.

**7/1/2 (PSS)** In addition to the provisions of 7/1/1, when the Employer determines that a position in this bargaining unit is in an approved progression series and the agency determines the position may be filled at the same or different level in that series, the position may be posted at all appropriate levels within the progression series.

**7/1/3 (AS)** Prior to posting a permanent vacancy for transfer, the Employer will identify any necessary demonstrable special qualifications and will so note on the posting. In such a situation the employee selected shall be the most senior employee who has indicated interest in the vacancy and meets the necessary demonstrable special qualifications.

**7/1/4 (BC)** Randomly Ranked Classifications Transfers Within Employing Units. Employees in classes for which random ranking is used for certification purposes may apply for transfers announced under 7/1/1 to classifications in the same pay range. This right is also extended to employees in positions classified as Laundry Worker 3. Consideration for such transfers will be given to persons within the employing unit only after the provisions of 7/1/1 are exhausted and in accordance with the following procedures. The vacancy shall be filled by transfer of an employee in another random ranked classification, or Laundry Worker 3 which is in the same pay range as the vacancy. The employee selected shall be from among the three (3) most senior applicants. The reason for the selection of an applicant other than the most senior shall not be arbitrary or capricious. The posting procedures and eligibility criteria of 7/1/1 shall apply; however, a single posting under both 7/1/1 and 7/1/4 may be conducted by the Employer so as to expedite the selection process. Following appointment, if within the first six (6) months the Employer determines the employee is not performing satisfactorily, the employee will be returned to his/her former position, or one of like nature, within the employing unit for which the employee is qualified. If no vacancy exists, the provisions of Article VIII (Layoff) shall apply.

**7/1/5** At the sole discretion of the Employer, an employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

## SECTION 2: Additional Procedures

**7/2/1** When a permanent vacancy occurs or the Employer becomes aware of an impending permanent vacancy, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the vacancy.

**7/2/1A** It is in the best interests of the parties for employees to make informed decisions about their ability to perform or learn the essential functions of a position prior to accepting a contractual transfer. Upon request, a copy of the position description will be made available for the employee's review.

Where no interview is conducted, upon request, the Employer will provide additional information (e.g., vacation schedules, vacation scheduling policies and shift information) about the position, if available.

**7/2/2 (PSS)** Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer.

**7/2/2A** The employee will be notified of the effective date of the transfer at the time of acceptance. If the employee wishes written confirmation of the start date of the transfer, he/she will provide written confirmation of the start date to his/her supervisor and the supervisor will sign it. If a delay occurs regarding this date, the employee will be notified in writing as to the reason(s) for the delay.

**7/2/2/B (AS, LE, BC, SPS, T)** Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer. To expedite the hiring process, the employee is encouraged to contact the Employer as soon as a decision is reached to accept or decline the offer. For SPS-DOC only, any employee who is selected for internal transfer within the institution shall have three (3) working days in which to decline the offer.

**7/2/3** In the event the most senior employee is not selected to fill the vacancy, the Employer shall notify the affected employee(s) in writing of the reason(s) within thirty (30) days. Failure to provide such notice shall not constitute grounds for reversal of any personnel transactions.

**7/2/4** Whenever a vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement shall be in the same manner as the announcement for promotional exams

as provided in Article XI, Section 4 of this Agreement. A period of five (5) calendar days shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

### **SECTION 3: Secondary Selection Procedures**

#### **A. Transfer Between Employing Units**

**7/3/1 (BC, SPS, T, PSS, ~~LE~~)** In the event that the vacancy is not filled by transfer of an employee under provisions of Section 1 of this Article, the Employer shall select from interested qualified employees from other employing units of the department following the seniority requirements of Section 1 of this Article. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

**7/3/2A** At the sole discretion of the Employer, an employee who has transferred between employing units of the same agency, may be permitted to return to his or her previous position if the employee makes a written request to the original Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

**7/3/2 (AS)** In the event that the vacancy is not filled by transfer of an employee under provisions of Section 1 of this Article, the Employer must select the most senior employee from other employing units of the department who have registered with the department unless the permanent vacancy requires necessary demonstrable qualifications. In such a situation the employee shall be the most senior employee as provided for in 7/1/3. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

#### **B. Transfer Between Agencies**

**7/3/3** An employee who transfers between agencies outside the provisions of this labor agreement and is placed on a permissive probationary period will have the right to return to his/her original position if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion. If no vacancy exists, the provisions of Article VIII (Layoff) will be invoked.

### **C. Pay on Transfer**

7/3/4 An employee whose pay is over the maximum of the pay range to which his/her classification is assigned and has been "red-circled" and who has transferred to a different position in the same classification whether within his/her agency or between agencies shall retain his/her "red-circle" rate, subject to the provisions of Appendix #5 and Article XII, Section 10 of this Agreement, whichever is applicable.

### **SECTION 4: Definition of Permanent Vacancy**

7/4/1 For purposes of this Article, a permanent vacancy is created:

- A. When the Employer has approval to increase the work force and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:
  - 1. terminations,
  - 2. transfers out of the bargaining unit,
  - 3. promotion or demotion,
  - 4. resignation, and
  - 5. retirement;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 1 of this Article;
- D. Transfers within the bargaining unit resulting from either A., B., or C., above.

### **SECTION 5: Limitations**

7/5/1 A. Except as mutually agreed otherwise, the applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy. For SPS/DOC only, except as mutually agreed otherwise, the applications of the procedures in this Article shall allow an unlimited number of transfers from any given original vacancy.



B. Employees may not transfer under the provisions of this Article more often than once every six months. (ASU, BC, SPS, T) However, an employee who transfers in lieu of layoff shall be eligible for one (1) additional transfer under Article VII provisions within six (6) months, if the employee informs the prospective Employer at the time of application that he/she has transferred within the last six (6) months in lieu of layoff and is eligible for one (1) additional contractual transfer.

C. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.

D. In cases of involuntary transfers, the Employer will reimburse employees in accordance with s. 20.917, Wis. Stats.

**7/5/2 (SPS)** In the Department of Corrections, Officers 1, 2, and 3 and Youth Counselors 1, 2, and 3 and in the Department of Health and Family Services, Psychiatric Care Technicians 1 and 2 shall have the right to transfer once within an Employing Unit and once between Employing Units in a six (6) month period. When transferring between Employing Units, the right to transfer within that new Employing Unit cannot be exercised for six (6) months.

**7/5/3** In the Department of Health & Family Services, Resident Care Technicians 1 & 2 shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

In the Department of Veterans Affairs, Licensed Practical Nurses 1 & 2, Nursing Assistants 1, 2 & 3, and Program Assistants (unit clerks) assigned to nursing care work units shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

## **SECTION 6: Priority of Transfer Rights**

**7/6/1** It is expressly understood that transfer rights under 7/1/1 supersede restoration or reinstatement rights under Article VIII.

## **SECTION 7: Interviews**

**7/7/1 (BC, AS, SPS, T, ~~LE~~)** If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay. The employee shall notify the Employer as soon as possible of such interview. If requested by the employee, the Employer shall reschedule the employee to a different shift on the same day to enable the interview to be held without loss of pay.

**7/7/2 (PSS)** If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay.

**7/7/3** If the Employer conducts an on site interview related to the transfer procedure and the interview is conducted outside the employee's assigned headquarters city, the employee will be granted up to two (2) hours without loss of pay to participate in the interview. The Employer will grant one such payment per calendar year.

## **SECTION 8: Job Orientation and Training**

**7/8/1 (AS, BC)** It is in the best interest of the parties for the employee and the Employer, at the beginning of and throughout the probationary period, to assess the training needs, if any, of the employee and provide reasonable orientation and training, including manuals where available, which will enhance the ability of the employee to succeed.

## **SECTION 9: Institution Closing**

**7/9/1** Employees identified as being "at risk" due to the closing of an institution may apply for transfer opportunities into other State agencies. After the Employer has considered internal transfer candidates in that agency, it must offer interviews to five (5) qualified "at risk" applicants on a seniority basis prior to interviewing regular external permissive transfer candidates.

## **HOW TO READ THIS CONTRACT**

This contract is divided into articles. Each article has its own number and title, begins at the top of a new page, and is indicated in large boldface letters like this:

### **ARTICLE II**

#### **RECOGNITION AND UNION SECURITY**

Each article is divided into sections. Each section has its own number and title and is indicated in boldface letters like this:

#### **SECTION 13: Loss of Benefits**

The entire contract is divided into paragraphs. Each paragraph is identified by its article, section, and a subsection number like this:

**2/13/1** Employees on leave....

Sometimes there is more than one paragraph within a particular part. In that case, the paragraphs are further identified by letters like this:

**2/2/5/A** The Employer will not deduct....

Occasional lists are included in the contract. They are indicated by parenthesized light face numbers which should not be confused with article, section, or subsection numbers. A sample list looks like this:

(1) BC--Blue Collar and Non-Building Trades

(2) AS--Administrative Support

(3) SPS--Security and Public Safety

(4) T--Technical

(5) PSS--Professional Social Services

(6) ~~LE--Law Enforcement~~

Some sections and paragraphs of the contract apply only to certain bargaining units. In those cases, the title of the section or subsection or the letter of the paragraph will be followed by the abbreviation (from the above list) of the unit or units to which that particular section, subsection, or paragraph applies. For example:

**2/3/2 (AS)**

This means that Section 2/3/2 (including all of its paragraphs) is applicable only to the Administrative Support bargaining unit and is not at all applicable to any of the other units.

Another example:

**2/3/4 (BC, SPS, T, PSS, ~~LE~~)** The location, size, type and number of bulletin boards....

This means that this paragraph is applicable only to the Blue Collar; Security and Public Safety; Technical; and Professional Social Services; and ~~Law Enforcement~~ bargaining units and not at all applicable to any other group.

At the front of the contract is a table of contents, which is an outline of the contract in numerical order by article and section. At the back of the contract is an index, which is a reference guide to the contract in alphabetical order.

Language in this Agreement which  
is new or changed from the ~~1999-2001~~ May 17, 2003 – June 30, 2003  
Agreement is underlined.

## **TABLE OF CONTENTS**